



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Jeffrey Peyton	
Serial No.: 09/808,650	
Filed: March 14, 2001	
For: <u>Puppetry Based</u> <u>Communication System,</u> <u>Method and Internet Utility</u>	Attorney Docket No: 67535-5001US

REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

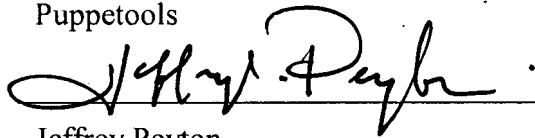
S I R:

Puppetools, owner of the entire right, title and interest in, to and under the above- referenced invention, hereby revokes all previous powers of attorney and appoints the registered attorneys at Morgan, Lewis & Bockius LLP associated with Customer No. **24341** as its attorneys to prosecute these matters, and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Morgan, Lewis & Bockius LLP as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Please direct all future correspondence to the address associated with Customer No. **24341**, Morgan, Lewis & Bockius LLP and direct all telephone calls to Morgan, Lewis & Bockius LLP at (650) 843-4000.

Date: 1/7/07

Assignee: **Puppetools**

Signature: 

Typed Name: Jeffrey Peyton

Position/Title: President and CEO

Address: **3400 Hawthorne Avenue
Richmond, Virginia 23222**

ASSIGNMENT

WHEREAS, the undersigned, **Jeffrey L. Peyton**, a resident of **Richmond Virginia** (hereinafter termed "Inventor"), has invented certain new and useful improvements in **Puppetry Based Communications System, Method and Internet Utility** for which invention I have executed a United States patent application, having Serial No. 09/808,650, and filing date of March 14, 2001 and which invention is fully described in the specification pertaining to said application.

WHEREAS, **Puppetools** (hereinafter termed "Assignee"), a body having corporate powers under the laws of the State of Virginia, having a place of business at **3400 Hawthorne Avenue, Richmond, Virginia 23222**, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention, and any later filed United States utility or foreign applications claiming priority to said application; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a priority application, utility, division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

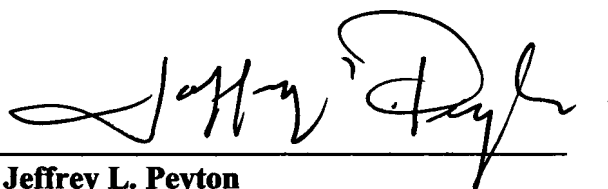
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt

production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting utility, substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

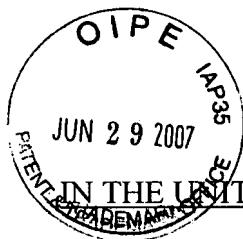
4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 6th day of January, 2007.



Jeffrey L. Peyton

1-PA/3633984.1



Express Mail No.: EV 533 739 172 US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: **Jeffrey L. Peyton** Confirmation No.: **4939**
Serial No.: **09/808,650** Art Unit **3629**
Filed: **March 14, 2001** Examiner: **Jonathan P. Ouellette**
For: **Puppetry Based Communication System, Method and Internet Utility** Attorney Docket No.: **067535-5001-US**

STATEMENT UNDER 37 C.F.R. § 3.73(b)

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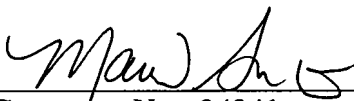
Sir:

Puppetools, Inc. a corporation of the State of Virginia, states that it is the assignee of the entire right, title and interest in the patent application/patent identified above by virtue of an assignment from the inventor(s) of the patent application/patent identified above.

A copy of the assignment from the inventor Jeffrey L. Peyton is attached.

The undersigned is authorized to act on behalf of the assignee.

Date: June 29, 2007


Customer No.: **24341** 37,244
(Reg. No.)
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